

NOTICE: THIS DECISION DOES NOT CREATE LEGAL PRECEDENT AND
MAY NOT BE CITED EXCEPT AS AUTHORIZED BY APPLICABLE RULES.
See Ariz. R. Supreme Court 111(c); ARCAP 28(c); Ariz. R. Crim. P. 31.24

FILED BY CLERK

APR -9 2010

COURT OF APPEALS
DIVISION TWO

IN THE COURT OF APPEALS
STATE OF ARIZONA
DIVISION TWO

LUZ MARINA ZAZUETA,)	2 CA-CV 2009-0154
)	DEPARTMENT A
)	
Plaintiff/Appellant,)	<u>MEMORANDUM DECISION</u>
)	Not for Publication
v.)	Rule 28, Rules of Civil
)	Appellate Procedure
EUGENIE VAN BEVERHOUDT)	
and PAUL VAN BEVERHOUDT,)	
)	
Defendants/Appellees.)	
_____)	

APPEAL FROM THE SUPERIOR COURT OF PIMA COUNTY

Cause No. C20087420

Honorable Kenneth Lee, Judge

AFFIRMED

Luz Marina Zazueta

Tucson
In Propria Persona

Davis Miles, PLLC
By Lori A. Curtis

Mesa
Attorneys for Defendant/Appellee
Paul Van Beverhoudt

K E L L Y, Judge.

¶1 Plaintiff/appellant Luz Zazueta appeals the trial court’s order granting the motion for judgment on the pleadings filed by defendant/appellee Paul van Beverhoudt and dismissing defendant Eugenie van Beverhoudt from this action for breach of contract. We affirm.

Background

¶2 Zazueta’s claim was based on an alleged breach of a contract for in-home care she provided for Eugenie van Beverhoudt. In her complaint, Zazueta alleged that she and Eugenie had entered into a “Nurse[’]s Assistant Private Home Care Agreement” in October 2000, and that Paul van Beverhoudt, as his mother’s agent, had not paid for her services since that time. The trial court dismissed defendant Eugenie van Beverhoudt for lack of service in June 2009.¹ In July 2009, the court granted Paul van Beverhoudt’s motion for judgment on the pleadings, finding Zazueta’s claim for breach of either an oral or written contract was barred by the statute of limitations. This appeal followed.

Discussion

¶3 As the court stated in *Ritchie v. Krasner*, 221 Ariz. 288, ¶ 62, 211 P.3d 1272, 1289 (App. 2009), “[o]pening briefs must present and address significant arguments, supported by authority that set forth the appellant’s position on the issue in question.” The court added that “Rule 13(a)(6), Arizona Rules of Civil Appellate Procedure, requires the appellant to provide ‘citations to the authorities, statutes and parts

¹Eugenie van Beverhoudt is now deceased.

of the record relied on.’ Failure to do so can constitute abandonment and waiver of that claim.” *Id.* ¶ 62; *see also Schabel v. Deer Valley Unified Sch. Dist. No. 97*, 186 Ariz. 161, 167, 920 P.2d 41, 47 (App. 1996).

¶4 In her opening brief, however, Zazueta fails to state with any particularity why or how the trial court erred in dismissing the case, and she does not support her arguments with any citations to the record or legal authority. *See Ariz. R. Civ. App. P. 13(a)(6)*. She, therefore, has waived these arguments, and we do not address them further. *See Lohmeier v. Hammer*, 214 Ariz. 57, n.5, 148 P.3d 101, 108 n.5 (App. 2006); *In re \$26,980.00 U.S. Currency*, 199 Ariz. 291, ¶ 28, 18 P.3d 85, 93 (App. 2000) (declining to consider party’s “bald assertion[s] . . . offered without elaboration or citation to any . . . legal authority”). “Parties who choose to represent themselves ‘are entitled to no more consideration than if they had been represented by counsel’ and are held to the same standards as attorneys with respect to ‘familiarity with required procedures and . . . notice of statutes and local rules.’” *In re Marriage of Williams*, 219 Ariz. 546, ¶ 13, 200 P.3d 1043, 1046 (App. 2008), *quoting Smith v. Rabb*, 95 Ariz. 49, 53, 386 P.2d 649, 652 (1963) (omission in *Williams*). And, “[a] party’s ignorance of the law is not an excuse for failing to comply with it.” *Id.*

¶5 Van Beverhoudt requests an award of attorney fees on appeal pursuant to A.R.S. § 12-341.01(A). In our discretion, we deny the request.

Disposition

¶6

The judgment of the trial court is affirmed.

/s/ Virginia C. Kelly

VIRGINIA C. KELLY, Judge

CONCURRING:

/s/ Joseph W. Howard

JOSEPH W. HOWARD, Chief Judge

/s/ Philip G. Espinosa

PHILIP G. ESPINOSA, Presiding Judge